

GIMLS Internet Data Exchange (IDX) Data Access Set-Up Agreement

This AGREEMENT is made and entered into by the Golden Isles Multiple Listing Service, Inc. ("GIMLS"), the Company of the IDX Participant ("Firm"), and the IDX Participant/IDX Agent/Vendor ("Recipient") whose names and contact info appear on the signature page of this Agreement.

RECITALS

WHEREAS GIMLS shall provide upon the conditions set forth below, data solely for the purpose of populating an IDX Participant's or IDX Agent's web site, including the IDX Data of other IDX Participants participating in the GIMLS IDX Program.

DEFINITIONS

1. For the purposes of this Agreement, the following terms shall have the meanings set forth below.

Internet Data Exchange Database ("IDX Data"): The current aggregate compilation of the fields permitted by IDX Rules to be disclosed on all active exclusive right to sell listings of all Internet Data Exchange Participants, except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. GIMLS owns the IDX Data.

Internet Data Exchange Participant ("IDX Participant"): A Golden Isles Association of REALTORS® broker participating in the MLS service who gives permission to GIMLS to include the active listings of his firm on other IDX Participants' web sites in return for their permission to advertise their listings on his web site in accordance with the Internet Data Exchange Rules and Regulations.

Internet Data Exchange Agent ("IDX Agent"): An agent is a real estate licensee (salesperson or broker) who is affiliated with an Internet Data Exchange Participant, and who has the Participant's consent to have their own IDX web site.

Vendor: An individual or company who is not a member of GIMLS, whose role is to establish and/or maintain an IDX site for an IDX Participant or IDX Agent.

Recipient: The individual, either the IDX Participant, IDX Agent or Vendor, to whom the IDX Data is issued as provided on the signature page of this agreement.

Multiple Listing Service ("MLS"): A means for collecting and disseminating information about real property that is or has been for sale, including a means for real estate brokers to make offers of compensation to each other. Multiple Listing Services may also include, without limitation, the provision of data processing, technical support, consulting, and other information technology services to real estate brokers and appraisers in connection with the sale and appraisal of real property.

Internet Data Exchange Rules ("IDX Rules"): The Rules and Regulations of GIMLS, as amended from time to time, and any operating policies relating to the IDX Data and Participants promulgated by GIMLS.

GIMLS'S OBLIGATIONS

2. During the term of this Agreement, GIMLS grants a limited, specific, and non-exclusive license to take access to the IDX Data via the Internet using RETS (Real Estate Transaction Standard) format. Further, GIMLS grants to Firm a license to:
 - a. Display the IDX Data on Firm's Website and
 - b. Make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on
3. During the term of this Agreement, MLS agrees to provide to Firm and its Vendor:
 - a. Access to the IDX Data via the Internet using RETS, under the same terms and conditions GIMLS offers to other Participants;
 - b. A minimum of Seven (7) days' notice of changes to the file and record formats of the IDX Data; and
 - c. Seven (7) days' notice of changes to the Rules.

RECIPIENT'S OBLIGATIONS

4. During the term of this Agreement, Recipient shall comply with the IDX Rules at all times and agree to the following:
 - a. Recipient acknowledges GIMLS's ownership of the copyrights in the IDX Data. Nothing contained in this agreement shall diminish the rights of the Participant in and to their intellectual property represented by the information used to compile the Data, including but not limited to the provider's copyright(s) in and to said information.
 - b. Recipient must submit an online design layout of their IDX website before implementation, for review by GIMLS to ensure all requirements are met. GIMLS will have ten (10) days to review the IDX website design layout before it goes live on the site.
 - c. Recipient shall use the IDX Data only to populate an IDX Participant's or IDX Agent's web site, and shall have no right or authority to sell, trade, barter, exchange or in any other way use the IDX Data or make the IDX Data available to any other party.
 - d. Recipient must make changes to an Internet site necessary to cure a violation of MLS' Rules within fifteen (15) business days of first notification from MLS of the violation. MLS reserves the right to discontinue the data feed the Recipient receives without further notice if the Recipient does not comply with this request.
 - e. Recipient shall comply with the requirements relating to Confidential Information set forth below.
 - f. Recipient shall notify GIMLS within five (5) business days of any change to the information relating to it on the Signature page.

CONFIDENTIAL INFORMATION

5. **"Confidential Information"** is information or material proprietary to GIMLS or designated "confidential" by GIMLS and not generally known to the public that Recipient may obtain knowledge of or access to as a result of access under this Agreement. Confidential information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written or other form):
 - a. All IDX Data, except the IDX Data to the extent to which this Agreement and the Rules permit its disclosure;
 - b. All documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information relating to the IDX Data;
 - c. All software, source code, object code, diagrams and flow charts relating to the IDX Data;
 - d. All techniques and procedures relating to the IDX Data;
 - e. All IP addresses, access codes and passwords relating to IDX Data and related software; and
 - f. Any information that GIMLS obtains from any third party that GIMLS treats as proprietary or designates as "Confidential Information", whether or not owned or developed by GIMLS.
6. **Title.** The Recipient acknowledges that title to the Confidential Information remains at all times with GIMLS or with the third parties in whom title existed prior to this Agreement or prior to disclosure by GIMLS.
7. **Restrictions on Use - Scope of Use.** The Recipient will use or access the Confidential Information only as expressly permitted under this Agreement and the IDX Rules and the Recipient will not use its access or the Confidential Information for any other purpose. The Recipient will employ measures to protect the Confidential Information from disclosure at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.
8. **Restriction on Use - Unauthorized Uses.** The Recipient will not make copies of the Confidential Information. The Recipient will not directly or indirectly disclose, display, provide, transfer or otherwise make available the Confidential Information to any person or entity, unless the Recipient has received prior written consent of GIMLS to do so. At no time and under no circumstances will the Recipient reverse engineer, decompile, or disassemble any software constituting part of the Confidential Information. The Recipient will not incorporate the Confidential Information into any other work or product.
9. **Restrictions on Use - No Third-Party Access.** Only the Recipient's Vendor's own employees will access the Confidential Information. The Recipient Vendor will not provide access to the Confidential Information to third parties, including consultants or independent contractors, without prior written consent from GIMLS. If GIMLS grants consent, the Recipient will execute an agreement with the third party that imposes at least as strict a confidentiality obligation on the third party as that imposed by this Agreement on the Recipient.

10. **Termination and Return of Materials.** Upon termination of this Agreement, GIMLS immediately will stop the data feed of the IDX Data and access to the IDX Data will no longer be given by GIMLS to Recipient. Within five (5) days of the end of the term of this Agreement or receipt of notice of termination by GIMLS, the Recipient will return to GIMLS all Confidential Information, and each and every copy thereof, and all other materials provided by GIMLS to the Recipient. The Recipient will also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of GIMLS, an officer of the Recipient will certify in writing that all materials have been returned to GIMLS and all magnetic or computer data have been destroyed.

TERM AND TERMINATION

11. The term of this Agreement begins on the "Effective Date" set forth on the Signature Page below. GIMLS has the right at any time and in its sole discretion to terminate this Agreement for any reason. This Agreement shall terminate upon the occurrence of any of the following events:
- a. GIMLS's notice to Recipient that this Agreement is terminated.
 - b. IDX Participant's or IDX Agent's notice to GIMLS that it no longer intends to display IDX Data on its web site through the Vendor.
 - c. Termination of an IDX Participant's or IDX Agent's privileges by GIMLS.

GENERAL PROVISIONS

12. **Survival of Obligations.** The obligations of Recipient set forth under "Recipient's Obligations" above shall survive the termination or expiration of this Agreement.
13. **GIMLS's Remedies.** Because of the unique nature of the IDX Data and Confidential Information, Recipient acknowledges that GIMLS would suffer irreparable harm in the event that Recipient breaches its obligations under this Agreement, and that monetary damages would be inadequate to compensate GIMLS for a breach. GIMLS is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Recipient, without showing or proving any actual damages sustained by GIMLS.
14. **Attorney's Fees.** If GIMLS prevails in any action to enforce or interpret this Agreement or any provision hereof, the Recipient will pay GIMLS's reasonable attorney's fees and costs for such legal action.
15. **Limitation of Liability.** GIMLS's liability to Recipient for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Recipient to GIMLS, if any, under this Agreement. Recipient's only other remedy shall be termination of this Agreement. GIMLS shall not be liable for any incidental or consequential damages under any circumstances, even if GIMLS has been advised of the possibility of such damages. GIMLS shall have no liability for inaccuracies in the IDX Data.
16. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth below or such other address of which any party may advise the other in writing during the term of this Agreement.
17. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.
18. **No Assignment.** The Recipient may not assign or otherwise transfer any of its rights under this Agreement to any party without the prior written consent of GIMLS.
19. **Entire Agreement.** This Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings whether oral or written. The previous sentence notwithstanding, the IDX Rules are expressly incorporated into this Agreement by reference.
20. **Applicable Law.** This Agreement is governed by and enforced according to the laws of the State of Georgia.

Signatures for GIMLS IDX Data Access Set-Up Agreement – Return This Page Only

IDX PACKAGES & FEES:

(check only one option)

PACKAGE OPTION	FEATURES	SET UP FEE*	ANNUAL RE-AUTHORIZATION FEE†
<input type="checkbox"/> IDX Basic	All Active, Active Contingent, and Pending Data (No Photos/Open House Data)	\$50	\$200 (or \$18/month)
<input checked="" type="checkbox"/> IDX Standard	Includes All Photos/Open House Data w/ IDX Basic Features	\$75	\$200 (or \$18/month)
<input type="checkbox"/> IDX Premium	Includes Sold Data (up to 3 years) w/ IDX Standard Features	\$100	\$200 (or \$18/month)

*This fee will be billed directly to the Participant and included with the Participant’s monthly GIMLS invoice. The following reactivation fee will be due for a violation of the terms of this agreement: \$500.00 for the first violation; \$1,000.00 for the second violation, and \$2,000.00 for the third and subsequent violations.

†Re-authorization fees are non-refundable when paid in advance; monthly billing option can also be selected upon re-authorization.

RECIPIENT SIGNATURES:

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by their authorized representatives as of the Effective Date:

Agreement Effective Date

IDX PARTICIPANT *(Required for All IDX Feeds)*

IDX Participant Company Name

IDX Participant Signature

IDX Participant Printed Name

IDX AGENT *(Required if IDX Agent Site)*

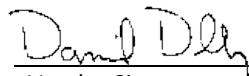
IDX Agent Signature

IDX Agent Printed Name

VENDOR *(Required for All IDX Feeds)*

Constellation Web Solutions

Vendor Company Name



Vendor Signature

Dan Dlh

Vendor Printed Name

brokersolutions@constellationws.com

Vendor Email

425-636-6910

Vendor Phone

ddlhy@constellationws.com

Vendor Alternate Email

GIMLS *(Required for All IDX Feeds)*

Signature

Printed Name

Title